

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Development Counsellors Intl. Ltd.	2. Registration No. 1421
---	-----------------------------

3. Name of foreign principal Barbados Industrial Development Corp.	4. Principal address of foreign principal Bridgetown, Barbados
---	---

5. Indicate whether your foreign principal is one of the following type:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
BARBADOS INDUSTRIAL DEVELOPMENT CORPORATION
- b) Name and title of official with whom registrant deals.
Errol L. Humphrey, Director North America

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal

INTERNAL SECURITY
RECORDS SECTION
OCT 14 05 PM '81
U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION

Term 1d
12-15-86

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal . . Yes ☐ No ☐

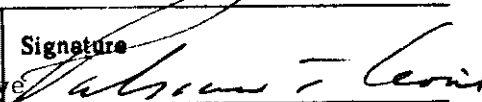
Financed by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A September 20, 1985	Name and Title Patricia T. Levine, Account Executive	Signature 
---	---	---

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Development Counsellors Intl. Ltd.	Barbados Industrial Development Corporation

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

RECEIVED
U.S. DEPARTMENT
OF JUSTICE
CRIMINAL DIVISION
OCT 1 4 06 PM '85
INTERNAL SECURITY
SECTION
REGISTRATION

- Describe fully the nature and method of performance of the above indicated agreement or understanding.

Development Counsellors will undertake an editorial placement and public relations program for the Barbados Industrial Development Corporation aimed at presenting an image of Barbados as an excellent location for North American corporations to locate manufacturing production and assembly facilities with special emphasis on attracting advanced high technology electronics companies and similar enterprises.

Term 1d

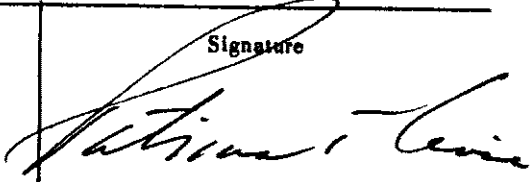
12-15-86

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

All activities are described at length under the Assignments section of attached contract between DCI and BIDC.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
September 20, 1985	Patricia T. Levine Account Executive	

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Development Counsellors International, Ltd.

733 THIRD AVENUE • NEW YORK, N.Y. 10017 • (212) MU 7-1383

August 23, 1985

Errol L. Humphrey
Director
BARBADOS INDUSTRIAL DEVELOPMENT CORPORATION
800 Second Avenue
New York, NY 10017-4709

Re: Letter of Agreement Between Barbados Industrial Development Corporation (BIDC) and Development Counsellors International (DCI) Covering Editorial Placement and Public Relations Services.

This letter of agreement grows directly out of our discussion here 8/19/85. It covers assignments DCI shall carry out for Barbados Industrial Development Corporation aimed at presenting an image of Barbados as an excellent location for American corporations to locate manufacturing production and assembly facilities with special emphasis on attracting advanced high technology electronics companies and similar enterprises.

/North

Assignments:

Assignments will include but not be limited to the following areas:

1. Place major articles in business and trade publications which will tell the Barbados economic development story in depth.
2. Arrange inquiry-aimed special stories in targeted industry publications offering to editorial contacts brief summaries of existing studies and marketing data that can be made available to readers.
3. Provide editorial publicity in conjunction with BIDC economic development promotional missions/seminars held in approximately three to four U.S. and Canadian cities twice a year.
4. Seek out speaking engagements for Barbados officials before appropriate U.S. business and international trade organizations.

CRIMINAL DIVISION

U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION

OCT 1 4 07 PM '85

INTERNAL SECURITY
SECTION
REGISTERED

Term 1d
12-15-86

5. Undertake editorial, writing and production supervision of up-to-four annual issues of the Barbados Business Report Newsletter. (Editorial and writing services provided within DCI contract fee; all art and production charges to be billed separately to the client.)
6. Arrange individual press visitations to Barbados for carefully selected business and trade writers. Such a program is aimed at encouraging editors to get a first-hand look at/American companies which are succeeding in Barbados.
7. In addition to the above defined public relations responsibilities, DCI shall be available to BIDC for ad hoc consulting in economic development marketing at no additional cost.

Term of Agreement:

The contract will be effective for a period of one year, running from September 1, 1985 through August 31, 1986. Should either party wish to terminate the contract for whatsoever reason, written notification shall be provided to the other party and such termination would take place within 45 days of such notice.

Compensation:

Fee: DCI will bill BIDC at the beginning of each month a monthly retainer fee of \$3,000 per month or \$36,000 during the designated 12-month period.

Routine Office Expenses (i.e., postage, telephone, xeroxing, messenger, photography, press release distribution, clipping service and the like) will be documented and submitted monthly. Such expenses will not exceed \$250.00 per month or \$3,000 during the designated contract period without prior agreement by the client.

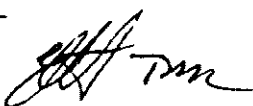
Additional Billable Expenses: It is understood by each party that all expenses, with the exception of complimentary writing and editorial consultation time charges, in conjunction with the newsletter, will be billed to the client. Such expenses would include but not be limited to layout/art services, mechanicals, typesetting, photo plates, printing, printing and folding and shipping, and the like.

Documented expenses in this connection will be billed to BIDC with the customary 17.65% service charges added to these production bills to cover DCI's supervisory production time. Based on a 1,500 quantity and the Spring 1985 4-page sample newsletter, it is agreed that the total production costs of each individual newsletter will not exceed \$2,533, or a total of \$10,132 for four quarterly issues.

Miscellaneous Additional Expenses:

It is agreed by both parties that any other major expenses, not generally falling within the preceding descriptions, must have prior approval from the client to qualify for reimbursement under the terms of this agreement. This would include all travel and lodging charges within the U.S. or Barbados by journalists or DCI staff undertaken in conjunction with assignments already outlined. Other similar charges which must have prior client approval include press breakfasts/luncheons or similar special events. Such expenses would therefore fall outside the \$250 routine out-of-pocket expense category and be separately billable as described.

Acceptance of these terms shall be signified by your signing and returning to Development Counsellors one copy of this letter of agreement.

Errol, I would be remiss if I did not conclude this agreement without indicating that Pat and I consider it a pleasure and honor to be working with you to attract North American companies to Barbados. We have had wonderful experiences in Barbados and look forward to this assignment with enthusiasm and optimism. 

Respectfully submitted,

Ted M. Levine
President

ACCEPTED 

ERROL L. HUMPHREY
DIRECTOR, NORTH AMERICA

DATE Aug. 28, 1985